

TIME
LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417 0-064A043

February 25, 1980 MAR 4 1980 12 10 PM MAR 4 19

INTERSTATE COMMERCE COMMISSION 20.00

ICS Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

*Ms. Lee -
this one is
1417-9*

RE: Section 11303 Filing: Supplementary Rider No. 2
dated as of March 17, 1979, ("Lease") to Car Leasing
Agreement 2750 between North American Car Corporation
("Lessor") and Farmers Cooperative Association ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of November
2, 1979, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, Holland, Minnesota 56139,
and assigned to Assignee, P.O. Box 8300, 260
Long Ridge Road, Stamford, Connecticut 06904. The Assignment
of Leases was recorded with the Interstate Commerce Commission
at 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.


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Secretary
Interstate Commerce Commission

Page Two

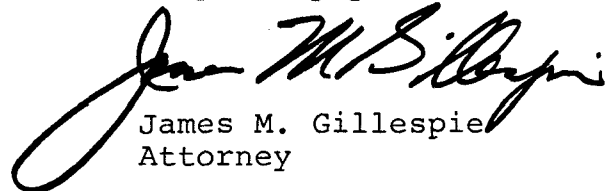
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *Supplementary Rider, and \$10.00 for Cross indexing requested below,*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

John  Please cross index this filing against the name of the Lessee, Farmers Cooperative Association.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

enclosure

C E R T I F I C A T E

RECORDATION NO. 11417-9 Filed 1425

MAR 4 1980 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 2750 between North American Car Corporation and Farmers Cooperative Association dated March 17, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A Kelly

(SEAL) /

My Commission Expires February 23, 1983.

KEEP for
ICC file
copy
11417-9

RIDER NO. 2
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 2750

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Six (6)	4,750 cubic foot capacity covered hopper cars, for shipment of Grain (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's countersignature to such letter is not required)	\$450.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Holland, Minnesota.

For each mile in excess of 20,000 x days in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 260.1 as was reported for October, 1974. Rentals thus calculated shall be rounded to the nearest \$0.50.

Notwithstanding the provisions of paragraph 19 of the aforesaid Car Leasing Agreement, it is understood and agreed that Lessee shall release the cars subject to this Rider and each Rider hereafter or heretofore entered into under such Agreement, at a point or points designated by North American.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

"This Lease is a COUNTERPART ORIGINAL. No of-
ficial copy of, or copy of this document may
be created or altered except by the holder of
possession of the copy marked 'ORIGINAL'."

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 17th day of March, 1930.

ATTEST:

James M. S. Shepard
Assistant Secretary

YOUNG AMERICAN CAR CORPORATION

By

M. C. Stettin
Vice President

ATTEST:

John Appeldorn
Secretary

FARMERS COOPERATIVE ASSOCIATION

By

Barnard Feinster
President

This lease is a COURT REPORT CIRCUIT, No. 10, of the County of Cook, State of Illinois, and is subject to the provisions of the Illinois Court Report Act of 1929, Chapter 114, Illinois Statutes, which is hereby incorporated by reference into this lease.

CAR LEASING AGREEMENT 2750
RIDER NO. 2

State of Illinois)
) SS:
County of Cook)

On this 11th day of April, 19 , before me personally appeared N. R. Platt, to me personally known, who, being by me duly sworn, says that he is Asst. Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

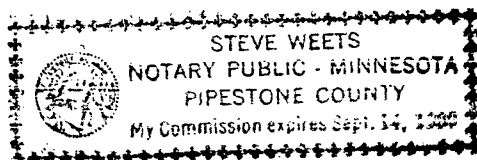
Ernest P. H. H. H.
Notary Public
My Commission expires 6-30-79

State of Minnesota)
County of Pipestone) ss:

On this 2 day of May, 1979, before me personally appeared Bernard Zeinstra & John Appeldorn, to me personally known, who, being by me duly sworn, says that he is a President & Secretary of Farmer's Co-op Assn., that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public
My Commission expires 9-14-80





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NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

December 17, 1979

Farmers Cooperative Association
Holland, Minnesota 56139

Re: Rider No. 2 of
Car Leasing Agreement 2750

Gentlemen:

The cars with the following reporting marks are to be sub-
jected to Rider 2 of Car Leasing Agreement 2750:

NAHX 482176 thru 482181.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By

Vice President